

**City of Lowell
Purchasing Department
City Hall
375 Merrimack Street, Room 60
Lowell, Massachusetts 01852**

Project Name: **Vehicle Towing, Storage & Disposal Services**

RFI No.: **14-33**
Date: **November 19, 2013**
Buyer: **P. Michael Vaughn**
Tel. No.: **978-970-4110**
Fax No.: **978-970-4114**
Email: **pmvaughn@lowellma.gov**

THE CITY OF LOWELL HEREBY REQUESTS INFORMATION FROM INTERESTED POTENTIAL CONTRACTORS FOR **VEHICLE TOWING, STORAGE AND DISPOSAL SERVICES FOR VEHICLES IN VIOLATION OF THE CITY OF LOWELL CODE OF ORDINANCES** IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS. RESPONDERS SHALL BE AWARE THAT THE CITY OF LOWELL MAY SELECT THE RESPONSE WHICH IT DEEMS TO BE IN THE BEST INTEREST OF THE CITY AND MOST SUITABLE FOR THE CITY'S NEEDS SUBJECT TO THE FOLLOWING RESERVATION. THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL RESPONSES OR PARTS THEREOF AND TO NEGOTIATE A CONTRACT WITH ANY RESPONDER OR NONE OF THEM.

DUE DATE

Sealed bids are due on: **December 5, 2013** at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at 2:00 PM, EST/EDST, for the work described herein. BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.

CLARIFICATIONS OF SPECIFICATIONS

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the assigned Buyer at the Purchasing Department's office no later than **five (5) business days prior to the Due Date.**

Should the City make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Bidders in the form of written Addenda. No officer, agent, or employee of the City is authorized to amend any provision contained in this IFB, including the specifications, unless such amendment is issued as an Addendum and sent to all Bidders in accordance with this Section (Clarification of Specifications). Bidder is required to acknowledge all addenda.

NOTE: This is not an Invitation to Bid or Request for Application and is not subject to M.G.L. c.30B

I. Intent and Purpose

This RFI is only for the purpose of obtaining the necessary data for the City to determine an appropriate contractor with whom to negotiate a contract for vehicle towing, storage and disposal services. It is not an invitation for bids or a request for applications. This request is neither subject to nor pursuant to M.G.L. c.30B, and should not be construed as a solicitation under M.G.L. c.30B.

II. Conditions

- A. Applicants should submit 2 copies of their responses in a sealed envelope clearly marked **"VEHICLE TOWING, STORAGE AND DISPOSAL RESPONSE."**
- B. The City will not pay any fee for Towing Services.

III. Specifications:

- A. Please identify the prospective contractor by completing the following:

M.D.T.E. NO. _____

NAME: _____
(YOUR NAME)

D/B/A: _____
(BUSINESS NAME)

ADDRESS: _____
(BUSINESS ADDRESS)

(CITY OR TOWN)

PHONE: _____
(BUSINESS)

PHONE: _____
(HOME)

CERTIFICATE #: _____

DATE ISSUED: _____

FOR THE TRANSPORTATION OF:

Motor vehicle transportation by a tow truck, if such transportation is performed without the prior consent or authorization of the owner or operator of the motor vehicle, pursuant to public law 104-88, within the Commonwealth.

B. Please provide the following information:

1. Location (s) of storage lot (s):

2. Is each storage lot owned by the Contractor? _____yes _____ no

If no, Explain: _____

3. Describe each facility used for storage as follows:

- a. Total square footage of storage (approx) _____
- b. Total vehicle capacity under cover _____
- c. Total vehicle capacity outside storage _____
- d. Paved or unpaved _____
- e. Type of illumination _____
Type of perimeter security _____

4. Provide the following information on the type or radio equipment used by your firm:

- a. Type of equipment _____
- b. Base station call letters _____
- c. FCC license number _____

5. Describe each tow vehicle to be used by your firm. Make, Model, and Year Capacity:

Make	Model	Year	Capacity	Titled	Reg. No.

6. Fill in the applicable information relative to the prospective contractor:

- a. **Individual owner:** State full name and address of the owner. If business is carried in a name other than that of the owner, so state such name and address.

- b. **Partnership:** State full name and address of all partners:

- c. **Corporation:** Incorporated in the state of:

President: _____
Vice President: _____
Treasurer: _____
Secretary: _____
Clerk: _____

All other officers: (list separately)

7. Location of your principal place of business is _____

8. The full names and addresses of all persons interested in this application, as principals, are as follows:

9. Can you tow wheelless vehicles? _____ Yes _____ No

10. Do you have storage for at least 75 vehicles? _____ Yes _____ No

11. Can you recover submerged vehicles? _____ Yes _____ No

12. Do you have certified divers available? _____ Yes _____ No
13. Can you tow vehicles over 30,000 lbs? _____ Yes _____ No

a) Please list type and number of trucks available for towing in the space below, if more space is needed attach a list.

14. Do you have the capability to perform immediate needed repairs?
on site at your place of business? _____ Yes _____ No
15. Has your business ever had a public or private towing contract?
terminated or revoked? _____ Yes _____ No

If Yes, please explain: _____

16. Has your certificate to tow ever been suspended or revoked in this, or any
other state? _____ Yes _____ No

If Yes, please explain: _____

17. Have you or any of your drivers ever been arrested and/or convicted on
felony charges? _____ Yes _____ No

If Yes, please explain: _____

18. Please state in consideration of this contract what dollar amount, if any, you and/or your firm would provide to the City of Lowell per tow. \$ _____. The City specifically reserves the right to negotiate the amount provided to the City, per tow, with each contractor as a condition to awarding a contract to any towing entity.

19. Please attach the following:

- A. A copy of the Department of Public of Utilities "Certification to Tow".
- B. A complete copy of the Department of Public of Utilities rate schedule.
- C. Certificates of the following insurance coverage:

1. General liability \$1,000,000
2. Fire and Theft \$100,000 each event.
3. Garage Liability Insurance \$500,000
4. Automobile Liability Insurance \$500,000.
5. Workers Compensation Insurance Statutory Limits

Such certificates of insurance must indicate that the insurance coverage has been paid in full for the first contract year. Prior to a renewal in the second year, should the City so elect, such insurance must again be paid in full for the second year period. City of City shall be listed as an additional insured.

20. Please read and sign the following:

1. The undersigned submits the requested information for the furnishing **of towing, storage and disposal of certain vehicles** in violation of the City of Lowell Code of Ordinances within the City of Lowell and declares that it is made without collusion with any other person, firm or corporation making any other application or who would make a application and agrees to furnish the services describes in strict accordance with the specifications which consist of this proposal and all attached documents and instructions.

2. The undersigned declares that no person under the employ of the City has any financial interest in this application or in the Contract which it herein proposes to execute, and that he has informed himself fully in regard to all conditions pertaining to the performance of the contract for towing, storage and disposal services specified.

3. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he will, on behalf of the company, firm or corporation making such application, within fifteen (15) days after acceptance by the City of this application, deliver to the City where directed by contract properly executed in quadruplicate on the form annexed with such changes, if any, made by the City prior to the time manned for delivery of this application.

4. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he will, on behalf of the company, firm or corporation making such application, be reimbursed by the owners of the motor vehicles for the services performed under this application, as follows:

- a. The current rate schedule established by the Department of Public Utilities.
- b. The rates as set forth in paragraph 11, a through c.
- c. One half tow fee, as set froth in paragraph 16.
- d. The contractor will reimburse the city \$20.00 in administrative fees per towed vehicle.
- e. The rates and conditions set in paragraphs 22 and 23 in the instructions to contractors.
- f. The rates and conditions set in paragraphs 24, 25 and 26 in the instructions to contractors.

5. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he will, on behalf of the company, firm or corporation making such application, notify the City of Lowell Police Department immediately if any change in ownership, partnership, or corporate status occurs. The City of Lowell, specifically, reserves the right to cancel the contract within thirty (30) days of such notification.

6. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he will, on behalf of the company, firm or corporation making such application, in the case of a vehicle ordered removed, towed and stored for a violation of Chapter 266, Article VIII of the Code of the City Of Lowell, "Parking in Snow Emergencies," respond to an order given to the Contractor or his authorized agent by the Superintendent Of Police or any Superior Officer of the Lowell Police Department. Oral orders shall be sufficient.

7. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he will, on behalf of the company, firm or corporation making such application, in the case of a vehicle ordered removed, towed and stored for a violation of Chapter 266, Article I of the Code of the City of Lowell "Temporary Closing of Streets" and Article V, "Stopping, Standing and Parking" and under those other specific conditions when "Police Power" i.e., stolen vehicles, tow requested by owner, vehicles used in the commission of a crime, auto accidents, etc., is affected, respond to an order given by a Police Officer of the Lowell Police Department, regardless of rank.

8. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he will, on behalf of the company, firm or corporation making such application, upon written or oral notice from any of those designated above and under those specified conditions enumerated, undertake the removal, towing and storage of those vehicles and shall conduct this service expeditiously, arriving within a maximum of 20 minutes of receiving the call, on a 24 hour basis, seven days a week, for the term of the Contract, from such places and at such times upon receipt of the order.

9. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he will, on behalf of the company, firm or corporation making such application, in the case of a vehicle ordered removed, towed, stored and/or disposed of for a violation of Chapter 266, Article V, Section 266-74, "Abandoned Motor Vehicles", respond to an order given by an officer(s) designated by the Superintendent Of Police and shall conform with department policy.

10. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he will, on behalf of the company, firm or corporation making such application, upon written or oral notice from the above officer(s) and under those specified conditions enumerated above, undertake the removal, towing, storage and/or disposal of those vehicles and shall conduct this service expeditiously, arriving within a maximum of 15 minutes, on a 10 hour per day basis, from 7:00 A.M. until 5:00 P.M., 7 days per week for the term of the contract, from such places and at such times upon receipt of the order.

11. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, in accordance with the removal, towing and storage for a violation of Chapter 266, Article VIII of the Code of the City of Lowell, "Parking in Snow Emergencies", the following fees will apply:

- a. A removal or tow fee of \$90.00 will apply. The City of Lowell reserves the right to amend the snow removal tow fee subject to an amendment of the Code of the City of Lowell "Parking in Snow Emergencies".
- b. There shall be no storage fee for the duration of the declared Snow Emergency.
- c. A storage fee of not to exceed \$10.00 for the 24 hour period after the end of the declared snow emergency may be charged. A rate not to exceed the Department of Public Utilities rate may apply for each subsequent 24-hour period.

12. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, the tow fee for all other towing as set forth in the Department of Public Utilities' rate schedule for the removal and towing of vehicles, shall apply. There shall be no additional charges for opening vehicles or for transmission disconnects on vehicles to be removed or towed.

13. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, the fee for storage of vehicles, the rate schedule set forth by the Department of Public Utilities shall apply.

14. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he will post the Department of Public Utility rate schedule for the removal and towing of vehicles on the outside of the building at the main entrance to the contractor's facility and also at the desk area where public monetary transactions occur. These postings must be of sufficient size and typeset so that a person with normal vision will be able to read its contents at a distance of no less than twenty feet.

15. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, all rates disputes between Contractors and vehicle owners will be referred to the Department of Public Utilities for disposition. Rate disputes involving snow emergencies will be referred to the Lowell Police Traffic Division.

16. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, when the owner, or person in charge of a vehicle, appears to remove the vehicle, when the tow company arrives and is preparing to remove the vehicle, the fee shall not exceed one half of the fee that is allowed for the specific tow. "Preparing to remove", shall mean that the tow operator has placed a tow hook or chain on the vehicle or, in the case of a wheel lift tow vehicle; the wheel lift is against the wheels of the vehicle.

17. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he or his representative shall notify the rightful owner of towed vehicles within five (5) days of such removal or tow, by registered mail, indicating the location the vehicle was towed from and the location of storage. The five (5) day

period shall begin after the expiration of the first 24-hour period from the date and time the vehicle was actually removed or towed. Failure of this notification, by negligence or omission of the Contractor or his agent, shall constitute the loss of any additional storage charges accrued after said fifth day. The Police Department shall cooperate with the Contractor to determine the identity of the rightful owner when necessary. The notifications will be maintained by the Contractor and made available to the Police Department for review, as needed.

18. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles he shall be liable to the owner of the vehicle for any damages caused by negligence in the removal, towing and storing of the vehicle. The undersigned further understands and agree that, in the event the CITY is sued in a court of law or equity, or demand is made upon the CITY for payment of any damages arising out of the CONTRACTOR'S performance or non-performance of the contract for vehicle towing, storage and removal, then the CONTRACTOR, without reservation, must indemnify and hold harmless the CITY against any and all claims arising out of the CONTRACTOR'S performance or non-performance of the contract.

19. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he or his representative will conduct an "on the spot inspection" of the vehicle ordered to be removed or towed with the officer ordering such removal. The damage of other specific condition or item, if any, shall be recorded on the form that is to be filled out by the officer ordering such removal and in accordance with current Department Policy.

20. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he or his representative will conduct an "inventory check" at the official storage area or at the private facility where impounded vehicles are usually stored, within a reasonable time after the police have taken custody of the vehicle.

21. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles the Police Department Traffic Office shall arrange to furnish the Contractor with copies of the police tow report forms that will be maintained in each of the contractors' tow vehicles.

22. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he will comply with all Massachusetts General Laws regarding the storage and disposal of abandoned vehicles whose lawful owners cannot be identified.

23. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he will notify the police traffic office of any vehicles on his premises for a period exceeding five (5) days.

24. The undersigned agrees that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he will record the time of arrival of each vehicle at the storage facility.

25. The undersigned agrees and understands that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, the City of Lowell may terminate the agreement at any time, with or without cause.

26. The undersigned agrees and understands that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, the Contractor, the owner of the applicant's business, and his employees must agree to CORI checks by the Lowell Police Department.

27. The undersigned agrees and understands that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, the City may take into consideration any and all factors when considering termination, including but not limited to:

- A. Failure to respond to a removal or towing request by the police, as required by contract.
- B. Refusal of the Contractor to accept a removal or tow assignment within the terms of contract.
- C. Failure to appear at the assigned location within the time frame established under the agreement.
- D. Failure of the Contractor to notify the traffic office of any vehicles on his premises for five (5) or more days.
- E. Failure of the Contractor to answer calls, either by himself, his representative or answering service. The Contractor may arrange with another firm that is under contract with the City to respond in his place in case of emergency, provided that he must first notify the Commanding Officer of this arrangement.
- F. The Contractor, or his representative, creating an uncooperative or unprofessional situation with the public and/or the police.
- G. Failure of the Contractor to provide for the safekeeping of personal property entrusted to him or his representative.
- H. Failure of the Contractor to comply with the procedures and conditions of the contract.
- I. Communicating with personnel of the department, either in person or by telephone by the Contractor or his representative, regarding assignment(s) of a particular towing firm to a required tow job or task. Any grievances or complaints shall be reported directly to the Superintendent of Police, in writing, citing the time, date and location of the grievance.
- J. Understanding by the Contractor that the removal, towing, storage and/or disposal of vehicles, so contracted, is by the authority of the Superintendent of Police of the City of Lowell as authorized by statute law and City ordinance and all decisions, in the proper performance of this contract and/or in the best interest of the City of Lowell, are final.
- K. Failure of the Contractor to comply with Massachusetts General Laws relating to abandoned motor vehicles.
- L. Failure of the Contractor to comply with the pricing and fee structure, as established by City ordinance, this document and the Department of Public Utilities.
- M. Being in arrears of sixty (60) days or more of any reimbursement/administrative fees and/or collection fees, which are due and payable as a result of this contract.

- N. Failure of the Contractor to notify the Superintendent of Police within thirty (30) calendar days of any organizational change to the Contractor's business organization. This notification must be made prior to the change going into effect.

28. The undersigned understands and agrees that the City may terminate the contract for reasons other than those stated above, and the City may terminate the contract without cause.

29. The undersigned agrees and understands that the City may enter into more than one contract for vehicle towing, storage and removal services. Under the Lowell Police Department's operational plan, the City has been divided into three (3) geographic areas of towing responsibility. The City shall make the assignment of areas of responsibility from chosen applicants. Consideration will be given to the location of firms as it relates to the firm's ability to timely respond to calls. The City further reserves the right to alter, amend or delete any one of the four (4) geographic areas of towing.

30. The undersigned agrees and understands that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, the City of Lowell requires that the selected tow firms reimburse the city an administrative fee of \$20.00 for each vehicle towed as a result of the Contract.

31. The undersigned agrees and understands that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he must send to the Lowell Police Traffic Division by the 10th of every month, a true copy of every tow receipt for every vehicle towed and released the previous calendar month. These receipts shall apply only to those vehicles towed under the auspices of this contract.

32. The undersigned agrees and understands that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, reimbursement/administrative fees are due and payable on the 23rd of the month following service. The undersigned further agrees that any oral/telephonic or written attempt by the Lowell Police Department Traffic Division to collect an overdue bill is subject to a \$20.00 fee per attempt.

33. The undersigned agrees and understands that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, he must notify the Lowell Police Communications Center of every vehicle that is removed from private property and will bring to the immediate attention of Communication Center personnel, any vehicle where there is reason to believe that such vehicle is stolen or is fruit or instrumentality of a crime.

34. The undersigned agrees and understands that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, when any vehicle is ordered towed into the police station for investigative reasons, the Contractor must charge the owner of such vehicles the approved rate for the tow to the police station and \$27.00 for the removal of the vehicle from the police station to the undersigned's premises provided that the owner of the vehicle is a suspect of, or involved or participant in a crime. These rates will apply if the vehicle is stolen and recovered, or if the vehicle has been involved in a fatal or serious injury accident. If the above conditions do not apply, the vehicle will be treated as a police vehicle within City limits and not subject to charge.

35. The undersigned agrees and understands that, should the City enter into a contract with him for the towing, storage and disposal of certain vehicles, the contract for vehicle towing, removal and storage is or may be a multi-year contract and shall run from *January 1, 2014 through December 31, 2014* and, subject to the City's discretion, to renew same from *January 1, 2015 through December 31, 2015*.

Important: This application must bear the written signature of the individual submitting the information. If said individual does business under a name other than his own, the application must so state, giving the address of the individual.

If a partnership makes the application, the application must so state, setting forth the names of **all partners and must be signed** by a partner designated as such.

If a corporation makes the application, a duly authorized officer or agent of the corporation must sign the application.

An authorized person must sign this application. **The City reserves the right to only review applications, which include all requested information and signatures.**

AFFIDAVIT OF NON-COLLUSION

It shall be understood that any bid submitted to the City is made without collusion with any other bidder submitting a bid on the same commodity/service, and is in all respects fair and without fraud.

STATE OF: _____ Date: _____

COUNTY OF: _____ S.S.: _____

The undersigned being duly sworn, deposes and says that he/she is the

(Sole Owner; Partner, President, Treasurer,
or Other Duty Authorized Official of a Corporation)

of _____
(Name of Firm as Appearing in Submitted Proposal)

and works in _____
(City/Town)

and certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

(Signature and Title of Person Making Affidavit)

Sworn to before me this _____ day of _____, 20 ____

Notary Public: _____ My commission expires: _____

IN WITNESS WHEREOF, the undersigned certifies, under the pains and penalties of perjury that:

1. It is in compliance with all of the provisions, and shall remain in compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possess, or shall obtain, all requisite licenses and permits to complete performance; shall maintain all unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and unemployment laws.
2. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills to the City of Lowell as required by law.
3. To the best of its knowledge and belief has filed all State tax returns and paid all State taxes required by law, and has complied with reporting of employees and contractors, and withholding and remitting of child support (MGL c.62C, s.49A).
4. Pursuant to MGL c.30B s.10 (or c.30 s.39M), this bid or proposal has been made in good faith and without collusion or fraud with any other person. As used in this paragraph, "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of Person Signing Bid or Proposal

BY: Corporate Officer (Type/Print)

Corporate Name (Full Business Name)

BY: Corporate Officer (Sign)

Social Security or Federal Tax ID#
Business (DBA)

State of Incorporation/City of
Registration

Approval of a contract, or other agreement, will not be granted unless the applicant signs this certification form. You're Social Security number or Federal Tax Identification number will be furnished to the Massachusetts Department of Revenue (DOR) to determine whether you have met tax filing or tax payment obligations. The City of Lowell is required to furnish a list to the DOR at the end of its fiscal year, showing the vendors to whom more than \$5,000 is paid during the twelve months, ending June 30. Providers who fail to correct their non-filing or delinquency, will not have a contract or other agreement issued or extended. This request is made under the authority of Massachusetts General Laws, c.62C, s.49A.